

THE HONORABLE JAMES L. ROBERT

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

BRADY EDMONDS, on behalf of himself
and those similarly situated,
Plaintiff,

v.

AMAZON.COM, INC., a Foreign for Profit
Corporation; AMAZON LOGISTICS, INC.,
a Foreign for Profit Corporation;
AMAZON.COM SERVICES, INC., a
Foreign for Profit Corporation;
Defendants.

No. 2:19-cv-01613-JLR

AMAZON'S ANSWER TO
PLAINTIFF'S FIRST AMENDED
NATIONWIDE COLLECTIVE
ACTION COMPLAINT

Defendants Amazon.com, Inc., Amazon Logistics, Inc., and Amazon.com Services
LLC (formerly Amazon.com Services, Inc.) (collectively, "Amazon") answer Plaintiff's First
Amended Nationwide Collective Action Complaint (the "Complaint") as follows:

ANSWER

Amazon responds to the allegations in the Complaint by corresponding numbered
paragraphs and, for convenience, uses the same headings used by Plaintiff Brady Edmonds in
the Complaint.

I. NATURE OF THE CASE

1
2 1. Amazon admits the allegations in the first sentence of Paragraph 1 as to
3 Amazon.com, Inc. but denies those allegations as to the remaining Amazon Defendants.
4 Amazon admits that Amazon.com, Inc.’s net sales were approximately \$63.4 billion in the
5 second quarter of 2019, and approximately \$52.9 billion in the second quarter of 2018.
6 Amazon denies the remaining allegations in Paragraph 1.
7

8 2. Amazon admits that a leadership principle of Amazon is “Customer
9 Obsession.” Amazon denies the remaining allegations in Paragraph 2.

10 3. Amazon denies the allegations in Paragraph 3.

11 4. Amazon admits that DSPs hire delivery drivers to deliver packages. Amazon
12 denies that delivery drivers are “like Plaintiff,” and that DSPs hire delivery drivers to deliver
13 “Amazon” packages.
14

15 5. Amazon admits that various DSPs employ(ed) drivers. Amazon denies the
16 remaining allegations in Paragraph 5, and specifically denies that it directed and controlled
17 Plaintiff or other drivers.

18 6. Amazon denies the allegations in Paragraph 6.

19 7. Amazon admits that Plaintiff purports to bring this action under the Fair Labor
20 Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”) for allegedly unpaid overtime wages.
21 Amazon denies that Plaintiff is similarly situated to the alleged class he whom he purports and
22 seeks to represent. Amazon denies that Plaintiff’s claims have any merit, and denies that
23 Plaintiff is entitled to the relief requested in this lawsuit. Amazon denies any remaining
24 allegations in Paragraph 7.
25
26

1 8. Amazon admits that Plaintiff purports to bring this suit as a collective action.
2 Amazon denies that Plaintiff is similarly situated to the alleged class he whom he purports and
3 seeks to represent, and denies that collective action treatment is appropriate in this case.

4 9. Amazon admits that Paragraph 9 purports to quote from the FLSA, the terms
5 of which speak for itself.
6

7 10. Amazon admits that the FLSA establishes minimum wage and overtime
8 requirements for covered employees. Amazon denies the remaining allegations in Paragraph
9 10.

10 11. Amazon denies the allegations in Paragraph 11.

11 12. Amazon denies the allegations in Paragraph 12.

12 13. Amazon denies the allegations in Paragraph 13. Amazon specifically denies
13 that it employed Plaintiff and those allegedly similarly situated and denies that it was
14 responsible for paying Plaintiff and those allegedly similarly situated.
15

16 14. Amazon denies the allegations in Paragraph 14.

17 15. Amazon denies the allegations in Paragraph 15.

18 16. Amazon admits that Plaintiff purports to bring a collective action to recover
19 allegedly unpaid overtime and minimum wages. Amazon denies that Plaintiff is similarly
20 situated to the alleged class whom he purports and seeks to represent, denies that collective
21 treatment is appropriate in this case, denies that Plaintiff's claims have any merit, and denies
22 that Plaintiff is entitled to the relief requested in this lawsuit.
23

24 17. Amazon admits that Plaintiff has filed a consent to join form. Amazon denies
25 that collective treatment is appropriate in this case.
26

II. JURISDICTION AND VENUE

18. The allegations in Paragraph 18 constitute legal conclusions to which no responsive pleading is required. To the extent a response is required, Amazon admits only that this Court has subject matter jurisdiction. Amazon denies that Plaintiff's claims have any merit and denies that Plaintiff is entitled to the relief requested in this lawsuit.

19. The allegations in Paragraph 19 constitute legal conclusions to which no responsive pleading is required. To the extent a response is required, Amazon admits only that this Court has subject matter jurisdiction.

20. The allegations of Paragraph 20 constitute legal conclusions to which no responsive pleading is required. To the extent a response is required, Amazon admits only that its principal place of business is within this judicial district. Amazon denies the remaining allegations in Paragraph 20.

21. Amazon denies the allegations in Paragraph 21.

22. Amazon lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 22 and therefore denies the same.

23. Amazon lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 23 and therefore denies the same.

24. Amazon lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 24 and therefore denies the same.

25. Amazon lacks knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 25 and therefore denies the same.

26. Amazon admits that Amazon did not pay Plaintiff overtime compensation for hours worked beyond forty in a workweek. By way of further response, Amazon avers that it

1 did not employ plaintiff and therefore had no payment obligation to him. Amazon lacks
2 knowledge or information sufficient to form a belief as to the truth of the remaining
3 allegations in Paragraph 26 and therefore denies the same.

4 27. Amazon admits that Amazon did not pay Plaintiff overtime compensation for
5 hours worked beyond forty during his first week. By way of further response, Amazon avers
6 that it did not employ plaintiff and therefore had no payment obligation to him. Amazon
7 lacks knowledge or information sufficient to form a belief as to the truth of the remaining
8 allegations in Paragraph 27 and therefore denies the same.

9 28. Amazon denies that Plaintiff performed work for Amazon. Amazon lacks
10 knowledge or information sufficient to form a belief as to the truth of the remaining
11 allegations in Paragraph 28 and therefore denies the same.

12 29. Amazon lacks knowledge or information sufficient to form a belief as to the
13 truth of the allegations in Paragraph 29 and therefore denies the same.

14 30. Amazon denies the allegations in Paragraph 30.

15 31. Amazon denies the allegations in Paragraph 31. By way of further response,
16 Amazon.com Inc.'s principal place of business is 410 Terry Ave N, Seattle, Washington
17 98109.

18 32. The allegations in Paragraph 32 constitute legal conclusions to which no
19 responsive pleading is required. To the extent a response is required, Amazon admits this
20 Court has personal jurisdiction over Amazon.com, Inc.

21 33. Amazon admits the allegations in Paragraph 33.

34. Amazon denies the allegations in Paragraph 34. By way of further response, Amazon Logistics, Inc.'s principal place of business is 410 Terry Ave N, Seattle, Washington 98109.

35. The allegations in Paragraph 35 constitute legal conclusions to which no responsive pleading is required. To the extent a response is required, Amazon admits this Court has personal jurisdiction over Amazon Logistics, Inc.

36. Amazon denies the allegations in Paragraph 36.

37. Amazon denies the allegations in Paragraph 37 as to Amazon.com Services LLC. By way of further response, Amazon.com Services LLC's principal place of business is 410 Terry Ave N, Seattle, Washington 98109.

38. The allegations in Paragraph 38 constitute legal conclusions to which no responsive pleading is required. To the extent a response is required, Amazon admits this Court has personal jurisdiction over Amazon.com Services LLC.

39. Amazon admits the allegations in Paragraph 39 as to Amazon.com Services LLC.

40. Amazon denies the allegations in Paragraph 40.

41. Amazon denies the allegations in Paragraph 41.

42. Amazon denies the allegations in Paragraph 42.

IV. FLSA COVERAGE

A. Employment Relationship

43. The allegations in Paragraph 44 constitute legal conclusions to which no responsive pleading is required. To the extent a response is required, Amazon admits that the

1 FLSA defines “employer” as so stated. Amazon denies the remaining allegations in
2 Paragraph 43.

3 44. Amazon admits that Amazon.com, Inc. is the parent company of Amazon
4 Logistics, Inc. and Amazon.com Services, Inc. Amazon lacks knowledge or information
5 sufficient to form a belief as to the remaining allegations in Paragraph 44 and therefore denies
6 the same.
7

8 45. Amazon admits the allegations in Paragraph 45.

9 46. Amazon denies the allegations in Paragraph 46.

10 47. Amazon denies the allegations in Paragraph 47.

11 48. Amazon denies the allegations in Paragraph 48.

12 a. Amazon denies the allegations in Paragraph 48(a).

13 b. Amazon denies the allegations in Paragraph 48(b).

14 c. Amazon denies the allegations in Paragraph 48(c).

15 d. Amazon denies the allegations in Paragraph 48(d).

16 e. Amazon denies the allegations in Paragraph 48(e).

17 f. Amazon denies the allegations in Paragraph 48(f).

18 g. Amazon denies the allegations in Paragraph 48(g).

19 h. Amazon denies the allegations in Paragraph 48(h).

20 i. Amazon denies the allegations in Paragraph 48(i).

21 j. Amazon denies the allegations in Paragraph 48(j).

22 k. Amazon denies the allegations in Paragraph 48(k).

23 l. Amazon denies the allegations in Paragraph 48(l).

24 m. Amazon denies the allegations in Paragraph 48(m).

25
26
ANSWER TO FIRST AMENDED
COMPLAINT - 7

Case No. 2:19-cv-01613-JLR

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1 n. Amazon denies the allegations in Paragraph 48(n).

2 o. Amazon denies the allegations in Paragraph 48(o).

3 p. Amazon denies the allegations in Paragraph 48(p).

4 q. Amazon denies the allegations in Paragraph 48(q).

5 r. Amazon denies the allegations in Paragraph 48(r).

6 s. Amazon denies the allegations in Paragraph 48(s).

7
8 49. Amazon denies the allegations in Paragraph 49.

9 50. Amazon denies the allegations in Paragraph 50.

10 51. Amazon denies the allegations in Paragraph 51.

11 52. Amazon lacks knowledge or information sufficient to form a belief as to the
12 truth of the allegations in Paragraph 52 and therefore denies the same.

13 53. Amazon lacks knowledge or information sufficient to form a belief as to the
14 truth of the allegations in Paragraph 53 and therefore denies the same.

15 54. Amazon denies the allegations in Paragraph 54.

16 55. Amazon denies the allegations in Paragraph 55.

17 56. Amazon denies the allegations in Paragraph 56.

18 57. Amazon lacks knowledge or information sufficient to form a belief as to the
19 truth of the allegations in Paragraph 57 and therefore denies the same.

20 58. Amazon denies the allegations in Paragraph 58.

21 59. Amazon denies the allegations in Paragraph 59. Amazon further denies that
22 Plaintiff is similarly situated to the alleged class whom he purports and seeks to represent and
23 denies that collective treatment is appropriate in this case.

24 60. Amazon denies the allegations in Paragraph 60.

1 61. Amazon denies the allegations in Paragraph 61.

2 62. The allegations in Paragraph 62 constitute legal conclusions to which no
3 responsive pleading is required.

4 63. Amazon denies the allegations in Paragraph 63.

5 64. Amazon denies the allegations in Paragraph 64.

6 65. Amazon denies the allegations in Paragraph 65.

7
8 **B. Enterprise and Individual Coverage**

9 66. The allegations in Paragraph 66 constitute legal conclusions to which no
10 responsive pleading is required, and are therefore denied.

11 67. The allegations in Paragraph 67 constitute legal conclusions to which no
12 responsive pleading is required, and are therefore denied.

13 68. The allegations in Paragraph 68 constitute legal conclusions to which no
14 responsive pleading is required, and are therefore denied.

15 69. The allegations in Paragraph 69 constitute legal conclusions to which no
16 responsive pleading is required, and are therefore denied.

17 70. The allegations in Paragraph 70 constitute legal conclusions to which no
18 responsive pleading is required, and are therefore denied.

19 71. The allegations in Paragraph 71 constitute legal conclusions to which no
20 responsive pleading is required, and are therefore denied.

21 72. The allegations in Paragraph 72 constitute legal conclusions to which no
22 responsive pleading is required, and are therefore denied.

23 73. Amazon denies the allegations in Paragraph 73.
24
25
26

1 74. The allegations in Paragraph 74 constitute legal conclusions to which no
2 responsive pleading is required, and are therefore denied.

3 75. Amazon admits the allegations in Paragraph 75 as to Amazon.com, Inc.,
4 Amazon Logistics, Inc., and Amazon.com Services LLC.

5 76. Amazon admits the allegations in Paragraph 76.

6 77. The allegations in Paragraph 77 constitute legal conclusions to which no
7 responsive pleading is required, and are therefore denied.
8

9 **C. Wage Violations**

10 78. Amazon lacks knowledge or information sufficient to form a belief as to the
11 truth of the allegations in Paragraph 78 and therefore denies the same.

12 79. Amazon lacks knowledge or information sufficient to form a belief as to the
13 truth of the allegations in Paragraph 79 and therefore denies the same.
14

15 80. Amazon lacks knowledge or information sufficient to form a belief as to the
16 truth of the allegations in Paragraph 80 and therefore denies the same.

17 81. Amazon lacks knowledge or information sufficient to form a belief as to the
18 truth of the allegations in Paragraph 81 and therefore denies the same.

19 82. The allegations in Paragraph 82 constitute legal conclusions to which no
20 responsive pleading is required, and are therefore denied.
21

22 83. Amazon lacks knowledge or information sufficient to form a belief as to the
23 truth of the allegations in Paragraph 83 and therefore denies the same.

24 84. Amazon denies the allegations in Paragraph 84.

25 85. Amazon denies the allegations in Paragraph 85. Specifically Amazon denies
26 that it employed Plaintiff, denies that it had any recordkeeping obligation with respect to

Plaintiff, and denies that Plaintiff is similarly situated to the alleged class whom he purports and seeks to represent.

V. COLLECTIVE ACTION ALLEGATIONS

86. Amazon admits that Plaintiff purports to bring Count I pursuant to the FLSA on behalf of himself and the class as set forth in Paragraph 86. Amazon denies that Plaintiff is similarly situated to the alleged class whom he purports and seeks to represent, and denies that collective treatment is appropriate in this case, and denies that Plaintiff is entitled to the relief requested in this lawsuit. Amazon denies any remaining allegations in Paragraph 86.

87. Amazon denies the allegations in Paragraph 87.

88. Amazon denies the allegations in Paragraph 88.

89. Amazon denies the allegations in Paragraph 89.

90. Amazon denies the allegations in Paragraph 90. Amazon specifically denies that it employed Plaintiff or any allegedly similarly situated employees.

91. Amazon denies the allegations in Paragraph 91.

92. Amazon denies the allegations in Paragraph 92.

93. Amazon denies that it had any obligation to pay Plaintiff and the putative class members and denies the remaining allegations in Paragraph 93.

94. Amazon denies the allegations in Paragraph 94.

95. Amazon denies that it had any obligation to pay Plaintiff and the putative class members and denies the remaining allegations in Paragraph 95.

96. Amazon denies the allegations in Paragraph 96.

97. Amazon denies the allegations in Paragraph 97.

98. Amazon denies the allegations in Paragraph 98.

1 99. Amazon denies the allegations in Paragraph 99.

2 100. Amazon denies the allegations in Paragraph 100.

3 101. Amazon denies the allegations in Paragraph 101.

4 102. Amazon denies the allegations in Paragraph 102.

5 103. Amazon denies the allegations in Paragraph 103.

6 104. Amazon denies the allegations in Paragraph 104.

7 105. Amazon denies the allegations in Paragraph 105.

8 106. Amazon denies the allegations in Paragraph 106.

9 107. Amazon denies the allegations in Paragraph 107.

10 108. Amazon denies the allegations in Paragraph 108.

11 109. Amazon denies the allegations in Paragraph 109.

12 110. Amazon denies the allegations in Paragraph 110. Amazon specifically denies
13 that it employed Plaintiff and the putative class members and that it had any recordkeeping
14 obligation with respect to Plaintiff and the putative class members.
15

16 111. The allegations in Paragraph 111, including its subparts, constitute legal
17 conclusions to which no responsive pleading is required.
18

19 112. Amazon denies the allegations in Paragraph 112. Amazon specifically denies
20 that it employed Plaintiff and the putative class members and that it had any recordkeeping
21 obligation with respect to Plaintiff and the putative class members.
22

23 113. Amazon denies the allegations in Paragraph 113.

24 VI. COUNT I

25 Violation of the FLSA – Overtime Wages

26 *Plaintiff on behalf of himself and similarly situated employees*

1 114. Amazon realleges and incorporates by reference each of its responses above as
2 if fully set forth herein.

3 115. Amazon denies the allegations in Paragraph 115. Amazon specifically denies
4 that it employed Plaintiff and the putative class members.

5 116. Amazon denies the allegations in Paragraph 116. Amazon specifically denies
6 that it employed Plaintiff or that it directed Plaintiff to work.

7 117. Amazon denies the allegations in Paragraph 117. Amazon specifically denies
8 that it employed the putative class members or that it directed the putative class members to
9 work.

10 118. Amazon denies the allegations in Paragraph 118.

11 119. Amazon denies that it had any obligation to pay Plaintiff and the putative class
12 members and denies the remaining allegations in Paragraph 119.

13 120. Amazon denies the allegations in Paragraph 120. Amazon specifically denies
14 that it employed Plaintiff and the putative class members and denies that it was responsible
15 for paying any overtime wages to Plaintiff or the putative class members.

16 121. Amazon denies the allegations in Paragraph 121. Amazon specifically denies
17 that it employed Plaintiff and the putative class members and denies that had recordkeeping
18 obligations with respect to Plaintiff or the putative class members.

19 122. Amazon denies the allegations in Paragraph 122.

20 **VII. PRAYER FOR RELIEF**

21 Amazon admits that Plaintiff prays for the relief set forth in sections A - D, but denies
22 that Plaintiff is entitled to any such relief.

VIII. JURY DEMAND

Amazon admits that Plaintiff demands a trial by jury, but denies that Plaintiff's claims are so triable.

GENERAL DENIAL

Pursuant to Federal Rule of Civil Procedure 8(b)(3), Amazon generally denies all of the allegations in the Complaint except for those that it specifically admits.

AFFIRMATIVE AND OTHER DEFENSES

By way of further answer and defense, and without assuming the burden of proof on any issue as to which the burden of proof is on Plaintiff or putative collective action members under applicable law, Amazon states:

1. Plaintiff lacks standing and cannot represent the interests of others.
2. Plaintiff's claims and/or the claims of the putative collective action members are barred to the extent that they arose outside the applicable statute of limitations.
3. Plaintiff and the putative collective action members cannot state a claim for overtime pay under the FLSA during any workweek in which Plaintiff or the putative collective action members worked fewer than forty (40) compensable hours.
4. Plaintiff's claims and/or the claims of the putative collective action members are barred as to all hours allegedly worked of which Amazon lacked actual or constructive knowledge.
5. Plaintiff's claims and/or the claims of the putative collective action members fail because they were not employed or jointly employed by Amazon.

1 6. Amazon is not a joint employer of individuals employed by any company that
2 contracted with Amazon to provide local delivery services by which any putative collective
3 action member was employed.

4 7. Plaintiff's claims and/or the claims of the putative collective action members
5 fail, in whole or in part, because they have been compensated for all hours worked in
6 accordance with the requirements of the FLSA.

7 8. Plaintiff's claims and/or the claims of the putative collective action members
8 are barred, in whole or in part, by the doctrine of estoppel.

9 9. Plaintiff's claims and/or the claims of the putative collective action members
10 are barred, in whole or in part, to the extent such claims have been waived, discharged,
11 abandoned, and/or released.

12 10. To the extent the Court and/or fact finder finds any liability (which is denied),
13 Amazon is entitled to a credit or set-off for any amounts already paid in wages to which
14 Plaintiff or any putative collective action members were not entitled, including without
15 limitation, payment for hours during which they were not working and amounts paid as
16 premium rates that are not calculated as part of their regular rates.

17 11. To the extent that Plaintiff or any putative collective action members entered
18 into any individual settlement agreement, or was covered by and did not opt out of the terms
19 of one or more class or collective action settlements involving Amazon, any such individual
20 has released some or all of the claims alleged in the Complaint.

21 12. Plaintiff's claims and/or the claims of the putative collective action members
22 are barred, in whole or in part, because their alleged activity was preliminary, postliminary,
23 and/or *de minimis* and therefore not compensable.

1 13. As a separate affirmative defense to the Complaint and to every cause of action
2 alleged therein, Plaintiff's claims and/or the claims of the putative collective action members
3 are barred, in whole or in part, by the doctrines of res judicata, equitable doctrines of laches,
4 waiver, unclean hands, collateral estoppel, acquiescence, ratification, and/or accord and
5 satisfaction.
6

7 14. At all relevant times, Amazon acted in good faith and without willful disregard
8 for the requirements under the FLSA. Any acts and/or omissions which may be found to be
9 in violation of the rights afforded by the FLSA occurred in good faith, were based on
10 reasonable factors, and/or were in conformity with relevant laws and regulations.
11

12 15. Plaintiff is not "similarly situated" to the putative collective action members he
13 purports to represent, and as such, cannot bring a collective action under the FLSA.
14

15 16. The types of claims alleged by Plaintiff on behalf of himself and the putative
16 collective action members are matters in which individual questions predominate and,
17 accordingly, are not appropriate for collective action treatment.
18

19 17. Although Amazon denies any wrongdoing, if any improper or illegal acts were
20 by any of Plaintiff's or the putative collective action members' employers against Plaintiff or
21 the putative collective action members, such acts were outside the scope of and/or
22 inconsistent with Amazon's contract with those employers, and such acts were never ratified,
23 confirmed, or approved by Amazon.
24

25 18. Plaintiff's claims and/or the claims of the putative collective action members
26 are barred, in whole or in part, to the extent they are subject to mandatory dispute resolution
and arbitration.

19. Some or all of the time Plaintiff and/or putative collective action members allegedly spent performing uncompensated work does not count as hours worked or compensable time because: (a) any activities performed were not suffered or permitted; (b) the time was commuting, traveling, walking, or waiting time that is excluded from hours worked; (c) the time is otherwise excluded from hours worked under the Portal-to-Portal Act and related provisions; (d) the time is non-compensable by custom and practice; and/or (e) the alleged activities did not occur.

20. No award of attorneys' fees could be appropriate or reasonable to the extent that Plaintiff and/or putative collective action members have been paid all amounts due, have failed to identify or report the time or amounts they seek or claim as due, and/or have failed to exhaust available administrative remedies to obtain any such amounts.

21. Amazon specifically reserves the right to raise additional defenses as they may become known through the course of further investigation and discovery, including without limitation defenses based on information in the possession, custody, or control of DSPs and putative collective action members.

WHEREFORE, Amazon demands that the claims raised against it in the Complaint be dismissed with prejudice, that judgment be entered in its favor, and that it recover its costs and expenses, including reasonable attorneys' fees, and such other and further relief to which it may be entitled at law or in equity or as this Court deems just and appropriate.

DATED April 29, 2020

By: /s/Ryan D. Redekopp
Ryan D. Redekopp, WSBA #36853

K&L GATES LLP

ANSWER TO FIRST AMENDED
COMPLAINT - 17
Case No. 2:19-cv-01613-JLR

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Amazon.com Services, Inc.)

CERTIFICATE OF SERVICE

I hereby certify that on April 29, 2020, I caused to be electronically filed the foregoing ANSWER TO PLAINTIFF'S FIRST AMENDED NATIONWIDE COLLECTIVE ACTION COMPLAINT with the Clerk of Court using the CM/ECF system, which will automatically send email notification of such filing to the registered attorneys of record.

DATED April 29, 2020

By: /s/Christopher K. Ramsey
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